A. PLEDGE OF ALLEGIANCE

B. ROLL CALL

Larry Lunn      Mayor
Saleene Partridge  Commissioner, District 3
Tyler Payne  Commissioner, District 2
Deborah Toth  Commissioner, District 1
Maribeth Wetzel  Commissioner, District 4

C. APPROVAL OF REGULAR AND WORKSHOP AGENDAS

D. PROCLAMATIONS, RECOGNITIONS, CERTIFICATES OF APPRECIATION

E. PUBLIC COMMENTS FOR NON-AGENDA ITEMS

F. APPROVAL OF MINUTES

G. CONSENT AGENDA

1. Resolution 2020-09

H. ITEMS OF BUSINESS

1. Consider Resolution 2020-04
2. Approval of Information Sharing Access Agreement with DHS/FEMA
3. Approve Duke Clean Energy Connection
4. Approve Allied Building Elevator Repair
5. Approve Ratification of Expenses to TLC Diversified for the Capping, Relocation and Installation of a Lateral at 11455 Gulf Blvd

6. Consider FY2021 Health and Ancillary Benefits

7. Consider Rescinding Resolution 2020-08

8. Approve No Wake Zone

I. CITY MANAGER & CITY ATTORNEY REPORTS

J. COMMISSION REPORTS

K. ADJOURNMENT

For any person desiring to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based [F.S. 286.0105]. NOTE: Any transcript shall be requested and made by the individual requesting same at his or her own expense. Therefore, a court reporter may be desired or required accordingly.

Any person with a disability who needs any accommodation in order to participate in this proceeding is entitled to assistance at no cost. Please contact the Office of the City Clerk in writing at 120 108th Avenue, Treasure Island, FL, 33706 or by phone at (727) 547-4575 at least two working days prior to the meeting to advise what assistance is needed.
BACKGROUND

The Local Mitigation Strategy was adopted on May 28, 2020 under Resolution 2020-06. Staff found that Resolution number 2020-06 is also the proposed millage rate resolution number.

POLICY/PURPOSE

The purpose of this item is to correct the LMS Resolution number by updating the resolution number from 2020-06 to 2020-09.

FUNDING

N/A

RECOMMENDATIONS

Staff recommends approval of the updated 2020 Pinellas County Multi-Jurisdictional Local Mitigation Strategy Resolution number from 2020-06 to 2020-09.

ATTACHMENTS

- Resolution 2020-09 - Adopted of the 2020 Pinellas County Multi-Jurisdictional Local Mitigation Strategy

MOTION

I move to approve and authorize Resolution 2020-09, Adoption of the 2020 Pinellas County Multi-Jurisdictional Local Mitigation Strategy.
RESOLUTION NO. 2020-09

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TREASURE ISLAND, FLORIDA PROVIDING FOR THE ADOPTION OF THE 2020 PINELLAS COUNTY MULTI-JURISDICITONAL LOCAL MITIGATION STRATEGY.

WHEREAS, Treasure Island is located in an area that is vulnerable to natural and man-made disasters; and

WHEREAS, Treasure Island supports efforts to make our community more disaster-resistant, thereby reducing the costs of disasters, preventing or mitigating their impact to our residents, and reducing time needed for recovery; and

WHEREAS, the Local Mitigation Strategy represents a unified county-wide strategy toward a more disaster resistant community; and

WHEREAS, the Local Mitigation Strategy provides the consistent framework for future pre-disaster mitigation efforts and post-disaster redevelopment, regardless of the type of future threat faced by our community; and

WHEREAS, the Local Mitigation Strategy includes a section describing the method and schedule of monitoring, evaluating, and updating the mitigation plan within a five-year cycle; and

WHEREAS, the first unified county-wide Local Mitigation Strategy was adopted by the City Commission in 1999 (Resolution 99-54); and

WHEREAS, the City Commission has previously approved three five-year updates to the Local Mitigation Strategy (Resolutions 04-116, 10-28 and 15-47); and

WHEREAS, Pinellas County established a website (www.pinellaslms.org) and copies of the plan were made available through all participating local governments; including the City of Treasure Island; and

WHEREAS, after a review and update period, the Executive Summary of the 2020 draft Local Mitigation Strategy has been placed on the LMS public website and copies of the Plan are available upon request to the Pinellas County Planning Department in order to obtain public comment regarding the plan pursuant to Federal Regulations; and

WHEREAS, the 2020 update of the Local Mitigation Strategy includes the 10-step planning process which is consistent with FEMA’s multi-hazard mitigation planning regulations pursuant to the Disaster Mitigation Act of 2000 and serves as the County’s Floodplain Management Plan; and

WHEREAS, a Multi-Jurisdictional Program for Public Information has been included in Appendix H of the Local Mitigation Strategy to satisfy the floodplain management requirements of the City’s Community Rating System (Activity 330); and
WHEREAS, two publicly noticed workshops were held at a central location in Pinellas County on March 21st and October 17th, 2019 at the Lealman Exchange (5175 45th Street N., St. Petersburg) to inform the public and obtain public comments; and

WHEREAS, an online and paper survey were released to gain public input on the LMS plan’s hazard identification and risk assessment; and

WHEREAS, an online tool was released using ESRI Storymap (http://arcg.is/15a1yi) to increase understanding of the LMS Plan and gain public input.

NOW, THEREFORE, THE CITY COMMISSION OF THE CITY OF TREASURE ISLAND DOES RESOLVE THAT:

Section 1. The City Commission hereby adopts the 2020 Pinellas County Multi-Jurisdictional Local Mitigation Strategy developed by the Local Mitigation Strategy Working Group.

Section 2. This Resolution supersedes Resolutions 99-54, 04-116, 10-28, 15-47 and 2020-06.

Section 3. This Resolution shall become effective immediately upon its adoption.

The foregoing Resolution was offered during Regular Session of the City Commission of the City of Treasure Island, Florida, sitting on the ___ day of _________, 2020 by Commissioner __________ who moved its adoption; was seconded by Commissioner __________ and upon roll call, the vote was:

YEAS:
NAYS:
ABSENT OR ABSTAINING:

_________________________________
Lawrence Lunn, Mayor

ATTEST:

_________________________________
Ruth Nickerson, City Clerk
DATE:    July 29, 2020

TO:     Mayor and City Commission

FROM:   Garry Brumback, City Manager

SUBJECT:  Resolution 2020-04

This item is brought before you at the request of Commissioner Tyler Payne, District #2.
RESOLUTION NO. 2020-04

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TREASURE ISLAND SUSPENDING COMMISSION RULES REQUIRING A PHYSICAL QUORUM AND LIMITING REMOTE PARTICIPATION AND AUTHORIZING PUBLIC MEETINGS TO BE CONDUCTED BY TELEPHONE CONFERENCE, VIDEO CONFERENCE, OR OTHER REMOTE TECHNOLOGY IN RESPONSE TO COVID-19 PUBLIC HEALTH EMERGENCY DURING THE DECLARED STATE OF EMERGENCY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, novel coronavirus disease 2019 ("COVID-19") is a severe acute respiratory illness that can spread among humans through respiratory transmission and presents with symptoms similar to those of influenza; and

WHEREAS, on March 1, 2020, Governor DeSantis issued Executive Order 20-51, directing the Florida Department of Health to issue a Public Health Emergency as a result of COVID-19; and

WHEREAS, on March 1, 2020, the State Surgeon General and State Health Officer of the State of Florida declared a Public Health Emergency exists in the State of Florida as a result of COVID-19; and

WHEREAS, on March 9, 2020, Governor DeSantis issued Executive Order 20-52 declaring a state of emergency exists in the State of Florida as a result of COVID-19; and

WHEREAS, on March 12, 2020, the World Health Organization declared COVID-19 a global pandemic; and

WHEREAS, on March 13, 2020, Pinellas County found that COVID-19 presented a threat to public health, and diagnosed cases occurred in Pinellas County such that it declared a state of local emergency; and

WHEREAS, on March 16, 2020, the President of the United States and the Centers for Disease Control and Prevention ("CDC") issued the "15 Days to Slow the Spread" guidance advising individuals to adopt far-reaching social distancing measures, such as working from home and avoiding gatherings of more than 10 people; and

WHEREAS, on March 20, 2020, Governor DeSantis issued Executive Order 20-69 as a result of COVID-19 suspending all Florida state statutes that require a quorum to be present in person at local government public meetings or require a local government body to meet at a specific public place; and

WHEREAS, Executive Order 20-69 further authorized local government bodies to utilize communications media technology, such as telephonic and video conferencing, as provided in section 120.54(5)(b)2; and
WHEREAS, the Governor of the State of Florida has broad powers during a declared state of emergency, including the power to take measures concerning the calling of public meetings and gatherings, which necessarily includes the quorum required to conduct official business; and

WHEREAS, executive orders of the Governor of the State of Florida issued during a declared state of emergency have the force and effect of law; and

WHEREAS, on March 24, 2020, the City Commission in accordance with the City of Treasure Island’s Code of Ordinances and section 252.38, Florida Statutes, declared a state of local emergency; and

WHEREAS, the City Commission finds it in the public’s interest to provide the public access to public meetings while practicing social distancing and other public health safety measures to prevent the spread of COVID-19.

NOW, THEREFORE, THE CITY COMMISSION OF THE CITY OF TREASURE ISLAND DOES RESOLVE THAT:

Section 1. The above recitals are true, correct, and incorporated by reference as the findings of the City.

Section 2. That the City Commission for the City of Treasure Island, in accordance with Executive Order 20-69, the City Commission suspends its Commission Rules that would require a physical presence and limit remote participation at any City public meeting.

Section 3. That the City Commission for the City of Treasure Island directs the City Manager to limit public meeting agendas to those essential or time sensitive items that must be heard during the state of emergency.

Section 4. That the City Commission for the City of Treasure Island suspends its Commission Rules that require agenda items be discussed at workshop prior to the item being placed on a regular meeting agenda.

Section 5. That the City Commission for the City of Treasure Island directs all of its City Commission and City Boards public meetings, to the extent possible, be conducted using communications media technology such as telephonic and video conferencing, as provided in s. 120.54 (5)(b)2., Florida Statutes, during the state of emergency.

Section 6. The public meetings conducted using communications media technology pursuant to this resolution shall: 1) provide public access to the communications media technology is free of charge to the public; 2) provide access any public meeting for every member of the public who desires to attend to be able to attend; 3) provide for alternative methods of participation for those members who wish to attend but do not have a computer or internet or may otherwise need accommodation; 4) provide the public the ability to observe how
the members of the Commission or Board are able to communicate; 5) provide a method where the public can submit comments to be made part of the record; 6) cease the meeting if the technology fails; 7) provide the public with notice of the date, time and web address or other means of electronic access to the meeting; 8) provide an address or telephone number of where an interested person may write or call for information or submit evidence he/she intends to offer during the meeting; 9) ensure all votes shall be taken by roll call; and 10) as always, the clerk shall generate minutes of the public meeting.

Section 7. That the City Commission for the City of Treasure Island shall provide for and cause to be implemented such further procedures and technologies which it deems necessary or appropriate to provide the public with full access to meetings conducted pursuant to this resolution.

Section 8. In the event any portion of this resolution is declared invalid by a court of competent jurisdiction, the invalid provision shall be severed and the remainder of this resolution shall remain continue in force and effect to the maximum extent possible.

Section 9. This Resolution is effective immediately upon adoption.

This Resolution was offered during Regular Session of the City Commission of the City of Treasure Island, Florida, sitting on the 24th day of March 2020 by Commissioner _Toth_ who moved its adoption; was seconded by Commissioner _Payne_ and upon roll call, the vote was:

YEAS: _Toth, Payne, Wetzel, Lunn_

NAYS: _None_

ABSENT OR ABSTAINING: _Partridge, absent_

ATTEST:

Ruth Nickerson, City Clerk

Lawrence Lunn, Mayor
A.

RESOLUTION NO. 2020-10

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TREASURE ISLAND RATIFYING THE MAYOR’S PROCLAMATIONS EXTENDING THE DECLARATION OF THE STATE OF LOCAL EMERGENCY PURSUANT TO SECTION 252.38, FLORIDA STATUTES AND SECTION 10-79 OF THE CITY OF TREASURE ISLAND CODE OF ORDINANCES; EXTENDING IMPLEMENTED SUSPENSION OF COMMISSION RULES REQUIRING A PHYSICAL QUORUM AND LIMITING REMOTE PARTICIPATION AND AUTHORIZING PUBLIC MEETINGS TO BE CONDUCTED BY TELEPHONE CONFERENCE, VIDEO CONFERENCE, OR OTHER REMOTE TECHNOLOGY IN RESPONSE TO COVID-19 PUBLIC HEALTH EMERGENCY DURING THE DECLARED STATE OF EMERGENCY PURSUANT TO RESOLUTIONS 2020-04 AND 2020-04(A); AMENDING RESOLUTION 20-04 BY REINSTATING COMMISSION RULES REGARDING WORKSHOP REQUIREMENTS OF AGENDA ITEMS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, novel coronavirus disease 2019 (“COVID-19”) is a severe acute respiratory illness that can spread among humans through respiratory transmission and presents with symptoms similar to those of influenza; and

WHEREAS, the City Commission adopts all findings and recitals set forth in Resolution Nos. 20-04 and 20-04(a), incorporates those findings herein and makes the following additional findings of fact and interests of the public health, safety, and general welfare; and

WHEREAS, cases of COVID-19 continue to rise in Pinellas County in unprecedented numbers; and

WHEREAS, the City Commission, in order to fully and effectively respond to the developing threats posed by COVID-19, and in coordination with ongoing emergency actions by the federal, state, and county governments, proclaimed a state of local emergency for the City of Treasure Island in March of 2020 and authorize the Mayor to extend the declaration in seven-day increments, and

WHEREAS, the Mayor, or Vice Mayor in his absence, has extended the declaration of emergency in seven-day increments and may continue to the future upon request from the City Manager, as the primary City executive responsible for
emergency management, and so long as a state of emergency continues to exist in the State of Florida and a state of local emergency continues to exist in Pinellas County, and

WHEREAS, on June 23, 2020, the Pinellas County Board of County Commissioners enacted Ordinance No. 20-14 which instituted strict measures for social distancing and requiring face coverings throughout Pinellas County as a result of COVID-19; and

WHEREAS, also on June 23, 2020, the Governor of the State of Florida extended Executive Order 20-69, which as a result of COVID-19 suspends all Florida Statutes that require a quorum to be present in person at local government public meetings or require a local government body to meet at a specific public place; and

WHEREAS, COVID-19 continues to present an immediate danger to the health, safety, and welfare of the City’s residents and visitors; and

WHEREAS, the City Commission finds that based on the nature of the local emergency resulting from COVID-19, it would be in the best interest of the public health, safety, and welfare to continue conducting all public meetings of the City Commission in a manner with as little physical interaction as possible; and

WHEREAS, the City of Treasure Island City Commission adopted Resolution 20-04 on March 24, 2020, thereby suspending its Commission Rules that required a physical quorum and limited remote participation, suspending its Commission Rules that require agenda items be discussed at workshop prior to the item being placed on a regular meeting agenda, and authorized public meetings to be conducted by telephone conference, video conference, or other remote technology in response to COVID-19 public health emergency during the declared state of emergency; and

WHEREAS, the City of Treasure Island City Commission adopted Resolution 20-04(a) on May 5, 2020, thereby implementing general procedures for the use of communications media technology for conducting public meeting of the City Commission and City Boards and Committees; and

WHEREAS, to assist with controlling the spread of COVID-19 and protect the health and safety of the public, while ensuring the City’s continued ability to conduct and transact its public business and functions, the City Commission desires to confirm its prior waiver of procedures and formalities otherwise required of political subdivisions by law pursuant to Resolution Nos. 20-04 and 20-04(a), and section 252.38, Florida Statutes, as a waiver of any locally adopted procedures or formalities of the City that require a quorum of the members of the City’s governing body, or any advisory board or committee, to be physically present to
take official action at public meetings or requiring such meetings to be held at a
physical location, pursuant to the Governor’s Executive Order 20-69; and

WHEREAS, the City of Treasure Island City Commission desires to amend
Section 4 of Resolution 20-04 to specifically reinstate its Commission Rules that
require agenda items be discussed at workshop prior to the item being placed on a
regular meeting agenda; and

WHEREAS, the City Commission wishes to confirm and ratify the extensions
of the state of local emergency; and

WHEREAS, notice that the August 4, 2020, meeting would be conducted via
communications media technology, together with information on explaining how the
public can attend and participate, has been widely distributed; and

WHEREAS, the City Commission finds it in the public’s interest to provide
the public access to public meetings while practicing social distancing and other
public health safety measures to prevent the spread of COVID-19, to reinstate its
Commission Rules that require agenda items be discussed at workshop prior to the
item being placed on a regular meeting agenda, and ratify the declarations
extending the state of local emergency.

NOW, THEREFORE, THE CITY COMMISSION OF THE CITY OF TREASURE
ISLAND DOES RESOLVE THAT:

Section 1. The above recitals are true, correct, and incorporated by reference
as the findings of the City.

Section 2. The City hereby confirms and ratifies the proclamations extending
the declaration of the state of local emergency as signed by the Mayor on March
31, April 7, 14, 21, 28, May 5, 12, 19, 26, June 2, 9, 16, 23, 30, and July 7, 14, 21,
28.

Section 3. The City Commission for the City of Treasure Island hereby amends
Section 4 of Resolution No. 20-04 to reinstate its Commission Rules that
require agenda items be discussed at workshop prior to the item being placed
on a regular meeting agenda. Resolution No. 20-04, except as specifically
amended herein, and Resolution No. 20-04(a) remain in effect until rescinded by
further resolution of the City Commission or the expiration of the Governor’s
Executive Order 20-69, including any extension thereof, whichever occurs first.

Section 4. In the event any portion of this resolution is declared invalid by a court
of competent jurisdiction, the invalid provision shall be severed and the remainder
of this resolution shall remain continue in force and effect to the maximum extent
possible.
Section 5. This Resolution shall take effect immediately upon its adoption, and shall expire at the expiration of Executive Order 20-52, including any extensions.

This Resolution was offered during Regular Session of the City Commission of the City of Treasure Island, Florida, sitting on the ___th day of ____ 2020 by Commissioner ______ who moved its adoption; was seconded by Commissioner ______ and upon roll call, the vote was:

YEAS:

NAYS:

ABSENT OR ABSTAINING:

________________________

Lawrence Lunn, Mayor

ATTEST:

________________________

Ruth Nickerson, City Clerk
B.

RESOLUTION NO. 2020-10

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TREASURE ISLAND RATIFYING THE MAYOR’S PROCLAMATIONS EXTENDING THE DECLARATION OF THE STATE OF LOCAL EMERGENCY PURSUANT TO SECTION 252.38, FLORIDA STATUTES AND SECTION 10-79 OF THE CITY OF TREASURE ISLAND CODE OF ORDINANCES; EXTENDING IMPLEMENTED SUSPENSION OF COMMISSION RULES REQUIRING A PHYSICAL QUORUM AND LIMITING REMOTE PARTICIPATION AND AUTHORIZING PUBLIC MEETINGS TO BE CONDUCTED BY TELEPHONE CONFERENCE, VIDEO CONFERENCE, OR OTHER REMOTE TECHNOLOGY IN RESPONSE TO COVID-19 PUBLIC HEALTH EMERGENCY DURING THE DECLARED STATE OF EMERGENCY PURSUANT TO RESOLUTIONS 2020-04 AND 2020-04(A); AMENDING RESOLUTION 2020-04 REGARDING SUSPENDED COMMISSION RULE FOR WORKSHOP REQUIREMENTS OF AGENDA ITEMS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, novel coronavirus disease 2019 (“COVID-19”) is a severe acute respiratory illness that can spread among humans through respiratory transmission and presents with symptoms similar to those of influenza; and

WHEREAS, the City Commission adopts all findings and recitals set forth in Resolution Nos. 20-04 and 20-04(a), incorporates those findings herein and makes the following additional findings of fact and interests of the public health, safety, and general welfare; and

WHEREAS, cases of COVID-19 continue to rise in Pinellas County in unprecedented numbers; and

WHEREAS, the City Commission, in order to fully and effectively respond to the developing threats posed by COVID-19, and in coordination with ongoing emergency actions by the federal, state, and county governments, proclaimed a state of local emergency for the City of Treasure Island in March of 2020 and authorize the Mayor to extend the declaration in seven-day increments, and

WHEREAS, the Mayor, or Vice Mayor in his absence, has extended the declaration of emergency in seven-day increments and may continue to the future upon request from the City Manager, as the primary City executive responsible for emergency management, and so long as a state of emergency continues to exist
in the State of Florida and a state of local emergency continues to exist in Pinellas County, and

WHEREAS, on June 23, 2020, the Pinellas County Board of County Commissioners enacted Ordinance No. 20-14 which instituted strict measures for social distancing and requiring face coverings throughout Pinellas County as a result of COVID-19; and

WHEREAS, also on June 23, 2020, the Governor of the State of Florida extended Executive Order 20-69, which as a result of COVID-19 suspends all Florida Statutes that require a quorum to be present in person at local government public meetings or require a local government body to meet at a specific public place; and

WHEREAS, COVID-19 continues to present an immediate danger to the health, safety, and welfare of the City’s residents and visitors; and

WHEREAS, the City Commission finds that based on the nature of the local emergency resulting from COVID-19, it would be in the best interest of the public health, safety, and welfare to continue conducting all public meetings of the City Commission in a manner with as little physical interaction as possible; and

WHEREAS, the City of Treasure Island City Commission adopted Resolution 2020-04 on March 24, 2020, thereby suspending its Commission Rules that required a physical quorum and limited remote participation, suspending its Commission Rules that require agenda items be discussed at workshop prior to the item being placed on a regular meeting agenda, and authorized public meetings to be conducted by telephone conference, video conference, or other remote technology in response to COVID-19 public health emergency during the declared state of emergency; and

WHEREAS, the City of Treasure Island City Commission adopted Resolution 20-04(a) on May 5, 2020, thereby implementing general procedures for the use of communications media technology for conducting public meeting of the City Commission and City Boards and Committees; and

WHEREAS, to assist with controlling the spread of COVID-19 and protect the health and safety of the public, while ensuring the City’s continued ability to conduct and transact its public business and functions, the City Commission desires to confirm its prior waiver of procedures and formalities otherwise required of political subdivisions by law pursuant to Resolution Nos. 2020-04 and 2020-04(a), and section 252.38, Florida Statutes, as a waiver of any locally adopted procedures or formalities of the City that require a quorum of the members of the City’s governing body, or any advisory board or committee, to be physically present to take official action at public meetings or requiring such meetings to be held at a physical location, pursuant to the Governor’s Executive Order 20-69; and
WHEREAS, the City of Treasure Island City Commission desires to amend Section 4 of Resolution 2020-04 to specifically authorize any City Commissioner to move an item from regular meeting agenda to the workshop agenda to be heard prior to the item being placed back on a regular meeting agenda; and

WHEREAS, the City Commission wishes to confirm and ratify the extensions of the state of local emergency; and

WHEREAS, notice that the August 4, 2020, meeting would be conducted via communications media technology, together with information on explaining how the public can attend and participate, has been widely distributed; and

WHEREAS, the City Commission finds it in the public’s interest to provide the public access to public meetings while practicing social distancing and other public health safety measures to prevent the spread of COVID-19, to allow any Commissioner to move an regular agenda item to a workshop during the suspension of its Commission Rules which would normally provide for most items to go to workshop, and ratify the declarations extending the state of local emergency.

NOW, THEREFORE, THE CITY COMMISSION OF THE CITY OF TREASURE ISLAND DOES RESOLVE THAT:

Section 1. The above recitals are true, correct, and incorporated by reference as the findings of the City.

Section 2. The City hereby confirms and ratifies the proclamations extending the declaration of the state of local emergency as signed by the Mayor on March 31, April 7, 14, 21, 28, May 5, 12, 19, 26, June 2, 9, 16, 23, 30, and July 7, 14, 21, 28.

Section 3. The City Commission for the City of Treasure Island hereby amends Section 4 of Resolution No. 2020-04 to authorize any City Commissioner to move an item from the regular agenda of the City Commission meeting to the following workshop agenda to be heard prior to the item being placed back on a regular meeting agenda. Resolution No. 2020-04, except as specifically amended herein, and Resolution No. 2020-04(a) remain in effect until rescinded by further resolution of the City Commission or the expiration of the Governor’s Executive Order 20-69, including any extension thereof, whichever occurs first.

Section 4. In the event any portion of this resolution is declared invalid by a court of competent jurisdiction, the invalid provision shall be severed and the remainder of this resolution shall remain continue in force and effect to the maximum extent possible.
Section 5. This Resolution shall take effect immediately upon its adoption, and shall expire at the expiration of Executive Order 20-69, including any extensions. This Resolution was offered during Regular Session of the City Commission of the City of Treasure Island, Florida, sitting on the ___th day of ____ 2020 by Commissioner _______ who moved its adoption; was seconded by Commissioner _______ and upon roll call, the vote was:

YEAS:

NAYS:

ABSENT OR ABSTAINING:

__________________________
Lawrence Lunn, Mayor

ATTEST:

__________________________
Ruth Nickerson, City Clerk
DATE:       July 29, 2020  
TO:          Garry Brumback, City Manager  
FROM:       Jamie Viveiros,  
SUBJECT: Approval of Information Sharing Access Agreement with DHS/FEMA  

BACKGROUND

The City Commission is being requested to approve an Information Sharing Access Agreement (ISAA) with DHS/FEMA to obtain data on repetitive loss properties throughout the City. The City of Treasure Island participates in the National Flood Insurance Program’s Community Rating System (CRS). The City presently has a Class 6 rating, which provides a 20% discount on flood insurance premiums to property owners. A prerequisite for this classification includes preparation of a repetitive loss area analysis. The data required to prepare a repetitive loss area analysis is provided by FEMA and can only be obtained with execution of the attached ISAA.

POLICY / PURPOSE

The purpose of this item is to request Commission to approve the Information Sharing Access Agreement with DHS/FEMA in order to obtain data on repetitive loss properties throughout the City and maintain a Class 6 rating within the CRS program.

STRATEGIC PLAN RELEVANCE

Approval of the Information Sharing Access Agreement aligns with Goal 7 of the City’s Strategic Plan, “Preserve the City’s unique and high-quality neighborhoods.”

ANALYSIS / DISCUSSION

The City of Treasure Island participates in the National Flood Insurance Program’s (NFIP) Community Rating System (CRS) program. The City presently has a Class 6 rating, which provides a 20% discount on flood insurance premiums to property owners throughout the City. As a prerequisite for this class rating, the City of Treasure Island is responsible for obtaining data from FEMA on repetitive loss properties within the City and preparing an analysis of such repetitive loss areas each year. A repetitive loss property is any insurable building for which two...
or more claims of more than $1,000 were paid by the NFIP within any rolling ten-year period since 1978.

In previous years, municipalities were able to obtain the data via an e-mail request to FEMA. However, FEMA Headquarters have implemented new procedures to obtain data on repetitive loss properties due to Privacy Act regulations and concerns with previously used procedures. Communities are now required to complete an Information Sharing Access Agreement (ISAA) with FEMA/Federal Insurance and Mitigation Administration (FIMA). The purpose of the ISAA is to enable FEMA to share personally identifying information that is protected by the Privacy Act of 1974, as amended, 5 U.S.C. § 552a, with the community to review NFIP policy and claims information.

Jennifer Cowan reviewed the template agreement provided by FEMA and has made proposed revisions to address the City’s obligations under Florida’s Public Records Act. FEMA has requested the City execute the agreement as presented with the proposed changes and submit to FEMA for final review and processing.

**FUNDING**

There are no costs currently associated with this agreement.

**RECOMMENDATIONS**

Staff recommends approval of the Information Sharing Access Agreement (ISAA) with DHS/FEMA.

**ATTACHMENT(S)**

- *Information Sharing Access Agreement (ISAA) Between the Department of Homeland Security/Federal Emergency Management Agency (DHS/FEMA) Federal Insurance and Mitigation Administration (FIMA) and City of Treasure Island, FL.*

**MOTION**

I move to approve and authorize the Information Sharing Access Agreement between the Department of Homeland Security/Federal Emergency Management Agency (DHS/FEMA) Federal Insurance and Mitigation Administration (FIMA) and the City of Treasure Island, FL.
INFORMATION SHARING ACCESS AGREEMENT (ISAA)

BETWEEN

THE DEPARTMENT OF HOMELAND SECURITY/ FEDERAL EMERGENCY MANAGEMENT AGENCY (DHS/FEMA) FEDERAL INSURANCE AND MITIGATION ADMINISTRATION (FIMA)

AND

City of Treasure Island, FL

1. INTRODUCTION AND PURPOSE. The U.S. Department of Homeland Security/Federal Emergency Management Agency, Federal Insurance and Mitigation Administration (DHS/FEMA/FIMA) and City of Treasure Island, FL (“City”) voluntarily enter into this Information Sharing Access Agreement (ISAA). The purpose of the ISAA is to enable FEMA to share personally identifiable information (PII) that is protected by the Privacy Act of 1974 (Privacy Act), as amended, 5 U.S.C. § 552a, with the City to review National Flood Insurance Program (NFIP) policy and/or claims information. NFIP data will be used for daily floodplain management, Community Rating System (CRS) and hazard mitigation activities. Information will be used within Lowell and service areas, assisting to make substantial damage determinations as well as identifying properties for buy-out or elevation.

2. AUTHORITIES. This ISAA is authorized by:


d. Privacy Act of 1974 (5 U.S.C. 552a) (Privacy Act);


3. BACKGROUND

a. FEMA collects, maintains, uses, and disseminates, personally identifiable information (PII) from NFIP policyholders. NFIP policyholder PII is protected by the Privacy Act and shared pursuant to the NFIP Files SORN.
b. As authorized by the routine use provision of the Privacy Act, 5 U.S.C. § 552a(b)(3), FEMA may disclose policyholder PII to federal, state, local, and tribal government agencies to enable them to receive only the NFIP policy and claims information necessary to satisfy a specific routine use as valid and eligible under the NFIP Files SORN.

c. This ISAA encompasses NFIP Files SORN Routine Uses (I), (L), (M), (N), (O), (R), and (T) only.

d. This ISAA encompasses NFIP Files SORN Routine Use (G) for floodplain management enforcement only. Any other routine use (G) that involves investigating or prosecuting a violation or enforcing or implementing a law, rule, regulation, or order requires a separate ISAA that must be reviewed and cleared by the FEMA Privacy Office.

e. The City certifies that it will review NFIP policy and claims information for properties within its jurisdiction as a NFIP Community under the following routine uses. The City certifies that it will review NFIP policy and claims information for properties within its jurisdiction under Routine Uses O, R, and T.”

4. DEFINITIONS.

As used in this Agreement, the following terms will have the following meanings:

a. COMPUTER MATCHING: Any computerized comparison of two or more automated systems of records, or a system of records with non-federal records, for the purpose of establishing or verifying eligibility or compliance as it relates to cash or in-kind assistance or payments under federal benefit programs. See 5 U.S.C. § 552a(a)(8). Pursuant to 5 U.S.C. § 552a(o), any record contained in a system of records may only be disclosed to a recipient agency or non-federal agency for use in a computer matching program pursuant to a Computer Matching Agreement (CMA) between the source agency and the recipient agency or non-federal agency.


c. PERSONALLY IDENTIFIABLE INFORMATION (PII): Any information that permits the identity of an individual to be directly or indirectly inferred, including other information that is linked or linkable to an individual. For example, when linked or linkable to an individual, such information includes an address, name, social security number, date and place of birth, mother’s maiden name, account...
number, license number, vehicle identifier number, license plate number, device identifier or serial number, internet protocol address, biometric identifier (e.g., photograph, fingerprint, iris scan, voice print), educational information, financial information, medical information, criminal or employment information, and information created specifically to identify or authenticate an individual (e.g., a random generated number). PII constitutes “Controlled Unclassified Information.”

d. PRIVACY INCIDENT. The loss of control, compromise, unauthorized disclosure, unauthorized acquisition, or any similar occurrence where (1) a person other than the authorized user accesses or potentially accesses PII or (2) an authorized user accesses or potentially accesses PII for an unauthorized purpose. The term encompasses both suspected and confirmed incidents involving PII, whether intentional or inadvertent, which raises a reasonable risk of harm.

e. SYSTEM SECURITY PLAN. Formal document that provides an overview of the security requirements for the information system and describes the security controls in place or planned for meeting those requirements. For instance, technical controls typically include Access Control (IA), Audit and Accountability (AU), Identification and Authentication (IA), and System and Communications (SC).

5. RESPONSIBILITIES.

a. FEMA’s responsibilities under this ISAA are as follows:

i. Share with the City the NFIP policyholder data found in Appendix A of this agreement.

ii. Share with City NFIP policyholder data and its associated information, as found in Appendix A of this agreement.

iii. Transmit the NFIP policyholder data and related information listed in Appendix A to the City in password protected format via encrypted email.

iv. Ensure that NFIP policyholder data is accurate, complete, and up-to-date as reasonably necessary.

v. FEMA shall not take any adverse action or limit any of its Federal benefits as a result of this sharing of information.

b. The City’s responsibilities under this ISAA are as follows:

i. Use and maintain the NFIP policyholder PII under this ISAA only to review NFIP policy and claims information for properties within its jurisdiction. City certifies that it will review NFIP policy and claims
information for properties within its jurisdiction under Routine Uses O, R, and T.”

The NFIP policyholder PII provided by FEMA under this ISAA may not be used for any other purpose.

ii. Instruct all individuals with access to NFIP policyholder PII regarding the confidential nature of the information, the safeguard requirements of this Agreement, and the criminal penalties and civil remedies specified in federal and state laws against unauthorized disclosure of NFIP policyholder PII covered by this Agreement.

iii. Employ appropriate administrative, technical, and/or physical safeguards to secure any and all NFIP policyholder PII shared under the provisions of this ISAA, whether in physical or electronic form, and store PII only in places and in a manner, that are safe from access by unauthorized persons or for unauthorized use.

iv. Limit access to NFIP policyholder PII provided by FEMA under this ISAA only to the authorized City personnel to review NFIP policy and claims information for properties within its jurisdiction. The City certifies that it will review NFIP policy and claims information for properties within its jurisdiction under Routine Uses O, R, and T.” This includes all entities and individuals listed in paragraphs 6 and 7.

v. Unless otherwise provided by law and without causing unreasonable delay, the City will not further disclose NFIP policyholder PII provided by FEMA to outside third parties without the express consent of FEMA or the NFIP policyholder(s) to whom the PII pertains including, as applicable, requests by third parties freedom of information laws.

vi. The City shall ensure no computer matching will occur for the purpose of establishing or verifying eligibility or compliance as it relates to cash or in-kind assistance or payments under federal benefit programs unless a separate CMA is in place.

vii. The City will, in a timely manner, take appropriate action with regard to any request made by FEMA for access, additions, changes, deletions, or corrections of PII. In addition, the City will, in a timely manner, notify FEMA of any data errors that it discovers.

viii. Unless otherwise provided by law, the City will destroy information provided by FEMA when no longer needed by City to meet unmet needs, acquiring property, preventing duplication of benefits, or other business need as identified within this agreement.
ix. Pursuant to Routine Use N, provide FEMA with names, addresses of policyholders within their jurisdictions, and a brief general description of their plan for acquiring and relocating their flood prone properties for the purpose of ensuring that communities engage in floodplain management, improved real property acquisitions, and relocation projects that are consistent with the NFIP.

6. CONSENT TO THIRD PARTY ACCESS TO NFIP POLICYHOLDER PII:

At this time, City has not indicated an intent to share NFIP policyholder PII with third party contractors.

7. POINTS OF CONTACT.

a. The FEMA points of contact are as follows:

   Monique Crewes  
   Acting Chief, Insurance Analytics and Policy, FIMA  
   202-655-8573  
   Monique.Crewes@fema.dhs.gov

   Scott McAfee  
   GIS Analyst, FIMA  
   202-236-3255  
   Scott.Mcafee@fema.dhs.gov

   FEMA Region IV POC  
   Dewana Davis, CFM  
   Regional Flood Insurance Liaison, FEMA RIV Mitigation Division  
   Desk: 770-220-5420  
   Dewana.Davis@fema.dhs.gov

b. The City points of contact are as follows: (No more than five POCs)

   Kathryn Gademer  
   Community Development Director  
   (727) 547-4575 ext. 239  
   kgademer@mytreasureisland.org

   Jamie Viveiros  
   City Planner  
   (727) 547-4575 ext. 233  
   jviveiros@mytreasureisland.org
8. **SEVERABILITY.** Nothing in this ISAA is intended to conflict with current law, regulation, or FEMA directives. If a term of this ISAA is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this ISAA shall remain in full force and effect.

9. **NO PRIVATE RIGHT.** This ISAA is an internal agreement between FEMA and the City. It does not create nor confer any right or benefit that is substantive or procedural, enforceable by any third party against the Parties, the United States, or other officers, employees, agents, or associated personnel thereof. Nothing in this ISAA is intended to restrict the authority of either party to act as provided by law, statute, or regulation, or to restrict any party from administering or enforcing any laws within its authority or jurisdiction. Accordingly, the terms of this Agreement do not constitute or imply the grant, by the United States of America, of any other consent, accord, satisfaction, advice, or waiver of its rights, power or authority.

10. **FUNDING.** This ISAA is not an obligation or commitment of funds, nor a basis for transfer of funds. Each party shall bear its own costs in relation to this ISAA. Expenditures by each party will be subject to its budgetary processes and to availability of funds pursuant to applicable laws, regulations, and policies. The parties expressly acknowledge that this in no way implies that Congress will appropriate funds for such expenditures.

11. **ISSUE RESOLUTION.** FEMA and the City understand that during the course of this ISAA, they may have to resolve issues such as: scope, interpretation of provisions, unanticipated technical matters, and other proposed modifications. Both parties agree to appoint their respective points of contact to work in good faith towards resolution of such issues.

12. **USE OF CONTRACTOR WITH ACCESS TO NFIP POLICYHOLDER PII.** When the City utilizes a contractor in connection with its performance of its obligations under the ISAA and the City provides such contractor with access to NFIP policyholder PII, the City shall provide FEMA with prompt notice of the identity of such contractor and the extent of the role that such contractor will play in connection with the purpose of this ISAA. Moreover, all such contractors given access to any NFIP policyholder PII must agree to: (a) abide by the conditions set forth herein, including, without limitation, its provisions relating to compliance with minimum standards for the protection of NFIP policyholder PII and Notice of Security and/or Privacy Incident; (b) restrict use of NFIP policyholder PII only to the performance of services to City in connection with City performance of its obligations under the ISAA, and (c) certify in writing, upon completion of the performance of services by a contractor, that the contractor has immediately uninstalled, removed, and/or destroyed all copies of NFIP policyholder PII within 30 days of the contractor’s performance of services to the City.

13. **RETURN OR DESTRUCTION OF NFIP POLICYHOLDER PII.** If at any time during the term of the ISAA any part of NFIP policyholder PII, in any form, that the
City obtains from FEMA ceases to be required by the City for the performance of the purpose under the ISAA, or upon termination of the ISAA, whichever occurs first, City shall, within fourteen (14) days thereafter, unless otherwise provided by law, promptly notify FEMA and securely return the NFIP policyholder PII to FEMA, or, at FEMA’s written request destroy, un-install and/or remove all copies of such NFIP policyholder PII in the City’s possession or control, and certify to FEMA that such tasks have been completed.

14. ENTIRE AGREEMENT. This ISAA constitutes the entire agreement between the parties with regard to information sharing.

15. MODIFICATION. This ISAA may be modified upon the mutual written consent of the parties.

16. COUNTERPARTS. This ISAA, when executed in any number of counterparts and by different parties on separate counterparts, each of which counterparts when so executed and delivered shall be deemed to be an original, and all of which counterparts taken together shall constitute but one and the same Agreement.

17. EFFECTIVE DATE, DURATION AND TERMINATION. This ISAA will become effective upon the signature of both parties and will remain in effect for three years. However, FEMA will only provide the information identified in Appendix A for the disaster period of assistance. Either party may terminate this agreement upon written notice to the other party.

18. NOTICE OF PRIVACY INCIDENT. If the City, or its contractors, suspect, discover or are notified of a suspected or confirmed privacy incident relating to NFIP policyholder PII, the City shall immediately, but in no event later than twenty-four (24) hours from suspicion, discovery or notification of the suspected or confirmed privacy incident, notify the FEMA Privacy Officer at (202) 212-5100 or FEMA-Privacy@fema.dhs.gov.

19. PRIVACY INCIDENT HANDLING. In the event of a privacy incident emanating from this ISAA, FEMA will investigate the incident pursuant to DHS standard procedures and will consult City to diagnose, mitigate and manage the privacy incident. The City will be responsible for carrying out all necessary measures to remedy the effects of the privacy incident.

20. REPORTING. This ISAA covers several routine uses outlined in Paragraph 3 (d) and (e). Each time a record is requested under this ISAA, City will indicate the specific purpose and use of the record and the specific routine use under which the record is being requested. FEMA will keep a record of the date, nature, and purpose of each disclosure of a record under this ISAA. The Parties will coordinate to prepare a report/audit summarizing compliance with the privacy, redress, and security requirements set forth in this Agreement.
21. INDEMNIFICATION. The City shall bear all costs, losses and damages to the extent resulting from City breach of the ISAA. City agrees to release, defend, indemnify, and hold harmless FEMA for claims, losses, penalties and damages and reasonable attorneys’ fees and costs to the extent arising out of City’s, or its contractor’s, negligence, unauthorized use or disclosure of NFIP policyholder PII and/or City’s, or its contractor’s, breach of its obligations under the ISAA. City shall inform all of its principals, officers, employees, agents and contractors assigned to handling NFIP policyholder PII under the ISAA of the obligations contained in the ISAA.

22. PENALTIES. The City understands that if it or one of its employee/agents willfully discloses any such PII to a third party not authorized to receive it, FEMA will revoke the City’s access to NFIP policyholder PII.

APPROVED BY:

FEDERAL EMERGENCY MANAGEMENT AGENCY

____________________________________  ______________
[NAME]  
[Federal Insurance Directorate Assistant Administrator]  
DHS/FEMA/FIMA  

City of Treasure Island, FL

____________________________________  ______________
Lawrence Lunn, Mayor  
City of Treasure Island, FL
Appendix A – NFIP Data Description

The following lists the NFIP policyholder PII data elements that may be shared by FEMA with the City. The City will only receive the PII data, or data when combined with other data could lead to PII, necessary to meet the routine use:

- Property Address
- Date of Loss
- Building Characteristics
- Coverages (building, contents)
- Premium and fees
- Claims amount paid (building, contents, ICC)
- Non-PII data elements as necessary, requested, and available

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**NFIP System of Records Notices (SORNs) Routine Uses**

<p>| | |</p>
<table>
<thead>
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</table>
| A | To the Department of Justice (DOJ), including Offices of the U.S. Attorneys, or other federal agency conducting litigation or in proceedings before any court, adjudicative, or administrative body, when it is relevant or necessary to the litigation and one of the following is a party to the litigation or has an interest in such litigation:  
1. DHS or any component thereof;  
2. Any employee or former employee of DHS in his/her official capacity;  
3. Any employee or former employee of DHS in his/her individual capacity when DOJ or DHS has agreed to represent the employee; or  
4. The U.S. or any agency thereof. |
| B | To a congressional office from the record of an individual in response to an inquiry from that congressional office made at the request of the individual to whom the record pertains. |
| C | To the National Archives and Records Administration (NARA) or General Services Administration pursuant to records management inspections being conducted under the authority of 44 U.S.C. 2904 and 2906. |
| D | To an agency or organization for the purpose of performing audit or oversight operations as authorized by law, but only such information as is necessary and relevant to such audit or oversight function. |
| E | To appropriate agencies, entities, and persons when:  
1. DHS suspects or has confirmed that the security or confidentiality of information in the system of records has been compromised;  
2. DHS has determined that as a result of the suspected or confirmed compromise, there is a risk of identity theft or fraud, harm to economic or
<p>| | |</p>
<table>
<thead>
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</thead>
<tbody>
<tr>
<td><strong>property interests, harm to an individual, or harm to the security or integrity of this system or other systems or programs (whether maintained by DHS or another agency or entity) that rely upon the compromised information; and</strong></td>
<td>3. The disclosure made to such agencies, entities, and persons is reasonably necessary to assist in connection with DHS's efforts to respond to the suspected or confirmed compromise and prevent, minimize, or remedy such harm.</td>
</tr>
<tr>
<td><strong>F</strong></td>
<td>To contractors and their agents, grantees, experts, consultants, and others performing or working on a contract, service, grant, cooperative agreement, or assignment for DHS, when necessary to accomplish an agency function related to this system of records. Any individuals provided information under this routine use are subject to the same Privacy Act requirements and limitations on disclosure as are applicable to DHS officers and employees.</td>
</tr>
<tr>
<td><strong>G</strong></td>
<td>To an appropriate federal, state, tribal, local, international, or foreign law enforcement agency or other appropriate authority charged with investigating or prosecuting a violation or enforcing or implementing a law, rule, regulation, or order, when a record, either on its face or in conjunction with other information, indicates a violation or potential violation of law, which includes criminal, civil, or regulatory violations and such disclosure is proper and consistent with the official duties of the person making the disclosure.</td>
</tr>
<tr>
<td><strong>H</strong></td>
<td>To Write Your Own insurance companies as authorized under 44 CFR 62.23 to administer flood insurance in partnership with FEMA.</td>
</tr>
<tr>
<td><strong>I</strong></td>
<td>To federal, state, local, and tribal government agencies, insurance companies, and established voluntary organizations in order to determine eligibility for benefits, verify non-duplication of benefits following a flooding event or another disaster, and provide needs unmet by NFIP claims payouts within their jurisdictions and service areas.</td>
</tr>
<tr>
<td><strong>J</strong></td>
<td>To state government agencies in order to provide GFIP certificates for carrying out the purposes of the NFIP within its jurisdiction.</td>
</tr>
<tr>
<td><strong>K</strong></td>
<td>To property loss reporting bureaus, state insurance departments, and insurance companies to investigate fraud or potential fraud in connection with claims, subject to the approval of the DHS Office of the Inspector General.</td>
</tr>
<tr>
<td><strong>L</strong></td>
<td>To state, local, and tribal government agencies to ascertain the degree of financial burdens they expect to assume in the event of a flooding disaster within its jurisdiction.</td>
</tr>
<tr>
<td><strong>M</strong></td>
<td>To state, local, and tribal government agencies to further NFIP outreach and education activities within their jurisdiction.</td>
</tr>
<tr>
<td><strong>N</strong></td>
<td>To state, local, and tribal government agencies that provide names, addresses of policyholders within their jurisdictions, and a brief general description of their plan for acquiring and relocating their flood prone properties for the purpose of ensuring that communities engage in floodplain management, improved real property acquisitions, and relocation projects that are consistent with the NFIP. This is contingent upon the Federal Insurance Mitigation Administration determining that the use furthers the floodplain management and hazard mitigation goals of the agency.</td>
</tr>
<tr>
<td>O</td>
<td>To the Army Corps of Engineers and federal, state, local, and tribal government agencies to review NFIP policy and claims information for properties within its jurisdiction in order to assist in hazard mitigation and floodplain management activities, and in monitoring compliance with the floodplain management measures adopted by the community.</td>
</tr>
<tr>
<td>---</td>
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</tr>
<tr>
<td>P</td>
<td>To lending institutions and mortgage servicing companies for purposes of assisting with lender compliance.</td>
</tr>
<tr>
<td>Q</td>
<td>To current owners of properties for the purpose of providing the dates and dollar amounts of past loss payments made to the said property.</td>
</tr>
<tr>
<td>R</td>
<td>To federal, state, local, and tribal government agencies to conduct research, analysis, and feasibility studies of policies and claims within its jurisdiction.</td>
</tr>
<tr>
<td>S</td>
<td>To financial institutions for purposes of providing referral or cooperative reimbursement payments to insurance agents to share marketing and advertising costs between NFIP and entities participating in the NFIP.</td>
</tr>
<tr>
<td>T</td>
<td>To community officials and representatives to provide repetitive loss records of properties within that community.</td>
</tr>
<tr>
<td>U</td>
<td>To OMB in for purposes related to the review of private relief legislation in accordance with OMB Circular No. A-19.</td>
</tr>
<tr>
<td>V</td>
<td>To private reinsurers, private capital firms, and financial institutions for the purposes of preparing NFIP assumption of risk proposals.</td>
</tr>
<tr>
<td>W</td>
<td>To the news media and the public, with the approval of the Chief Privacy Officer in consultation with counsel, when there exists a legitimate public interest in the disclosure of the information, when disclosure is necessary to demonstrate the accountability of DHS's officers, employees, or individuals covered by the system, except to the extent the Chief Privacy Officer determines that release of the specific information in the context of a particular case would constitute an unwarranted invasion of personal privacy.</td>
</tr>
</tbody>
</table>

DATE: July 27, 2020

TO: Garry Brumback, City Manager

FROM: Stacy Boyles, Asst Director of Public Works

SUBJECT: Duke Clean Energy Connection

BACKGROUND

Duke Energy Florida has developed a community solar program called the Clean Energy Connection (CEC). As part of the program, several solar farms are being constructed to produce a total of 750 megawatts of electricity. The power generated by the solar facilities will feed into the Duke’s electric grid across Florida, and the City can receive a monthly bill credit associated with the amount of solar energy its program share produces. The electricity will begin to become available in 2022 with the full amount coming online in 2024. Over time, the program will be an option for all of Duke’s energy sectors, but for now, 10% has been set aside for local governments. It is foreseen that the municipal demand for the program will largely surpass its supply. The deadline for municipalities to apply for the program is August 31.

POLICY / PURPOSE

The purpose of this item is request authorization to subscribe to Duke Energy’s CEC program at up to 100% of the City’s eligible energy demand.

STRATEGIC PLAN RELEVANCE

Not applicable.

ANALYSIS / DISCUSSION

Customers can subscribe to kilowatt blocks of solar power through a monthly subscription fee that will help pay for the cost of construction and operation of the solar power plants. As of now, the fee is projected at $8.35 per kW. This fee will be added to the City’s metered monthly electric bills. A billing credit will also be applied for the City’s share of solar energy that is produced at a rate of 4 cents per kilowatt-hour for the first 36 months, then the bill credit rate will increase by 1.5% per year. This credit will vary to reflect the actual amount of solar energy that was produced for the month which is variable due to cloud cover and other factors.
The program will begin in 2022 with approximately 20% of the solar energy available and the remaining amount will be phased in at 60% in 2023, and is projected to reach 100% by 2024. Starting in year five, the annual bill credit is estimated to exceed the subscription fee. By year seven, credits are expected to exceed the cumulative fees paid to date for the program, representing a full return on investment.

At this time, the City can subscribe to match 100% of the energy used over the last 12 months from all metered accounts. Unmetered accounts, such as City streetlights, are not eligible. The City's most recent 12-month metered energy usage was approximately 1,300,000 kWh. This equates to a maximum subscription size of 533 kW.

A calculator tool has been provided by Duke Energy to be used by local governments to estimate their costs and credits for the program. The table below shows the City's annual estimated fees and credits based on a 100% participation rate. The average annual fee for the first four years is $391 and at year seven, the City has made $797 from the program overall. These amounts are expected to vary due to the actual subscription size available and the final rates to be approved by the Florida Public Service Commission.
To apply for Duke's Clean Energy Connection Program, the City is only required to commit to a one-month subscription and the City can reduce their subscription or cancel at any time without penalty. In addition to the potential monetary benefit, the program allows the City to take credit for the solar energy produced at the City's subscription level. Buying into a program that delivers solar energy demonstrates the City's commitment to affordable clean energy in a measurable way that reduces greenhouse gas emissions associated traditional power sources.

**FUNDING**

Once all municipalities have applied, DCF will evaluate the total demand and make determinations of how many kilowatt blocks are available to the City. At this time, the final

<table>
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<tr>
<th>Program Year</th>
<th>Calendar Year</th>
<th>Annual Subscription Fee</th>
<th>Annual Estimated Energy Credit</th>
<th>Annual Estimated Payout</th>
<th>Cumulative Payout</th>
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</tr>
</tbody>
</table>
financial estimations will be determined and a contract will be provided. This is expected to occur in the September/October timeframe at which time staff will bring the final program details to the Commission for further evaluation. The program is expected to begin in 2022 and no fees will be incurred until this time. The return on investment is expected within 5 to 7 years.

RECOMMENDATIONS

It is recommended that the City Commission authorize the City Manager to enroll the City into Duke Energy’s Clean Energy Connection Program.

ATTACHMENT(S)

Attachment A - Clean Energy Connection Brochure and Draft Program Terms and Conditions

MOTION

I move to approve and authorize the City Manager to enroll the City into Duke Energy’s Clean Energy Connection Program.
Clean Energy Connection
A community solar program delivering savings for Florida.

Clean Energy Connection offers attractive benefits for any business customer looking to reach sustainability goals while also earning substantial savings on utility costs:

- Pay no upfront costs or cancellation fees. Plus, no long-term obligation.
- No equipment to install or maintain.
- You can own the Renewable Energy Certificates (RECs) generated by your share in the program. This allows your organization to exclusively claim the renewable energy represented by those RECs and contribute to your sustainability goals.
- The payback time from when you enter the program is expected to be about 5-7 years. With your participation share tied to a 30-year solar project, this leaves many years for your business or household to profit from continued participation.
- Bill credit values per kilowatt-hour increase at a fixed rate each year.
- Program will also include a low-income component, allowing participants to immediately start saving on their electric bill.
How will Clean Energy Connection work?

Program participants subscribe to kilowatt blocks associated with the program’s solar plants for a monthly fee. This fee supports the development and operation of these solar facilities and is conveniently added to your regular monthly energy bill.

As a Duke Energy customer, you may have the ability to subscribe to enough solar energy to offset 100% of your previous 12 months’ usage. This actual usage data will be calculated and converted into solar-sized kilowatt blocks for your subscription, from which your business will earn bill credits.

The power generated by the solar facility feeds into the Duke Energy electric grid across Florida, and your business or home receives a monthly bill credit associated with the amount of solar energy your program share produces.

Net Savings from Bill Credits
per your solar production share

Once Clean Energy Connection is established (expected in 2022, depending on construction timelines), we will open the program to residential customers as well.

Contact us at CleanEnergyConnection@duke-energy.com for more information.

COMING SOON

We welcome you to attend one of our upcoming program webinars to learn more. Please contact your Duke Energy representative to receive an invitation with secure login credentials.
Duke Energy Florida Clean Energy Connection Program
Large Customer and Local Government Pre-Registration
Terms and Conditions
May 2020 V2

General Overview

The Duke Energy Florida (DEF) Clean Energy Connection (CEC) Program is a tariffed voluntary community solar program in which all DEF customers can participate in the development of clean renewable energy. DEF is currently developing the specifics of the Program, which will be submitted to the Florida Public Service Commission (Commission) for ultimate approval. These general terms and conditions are intended to provide additional details regarding the Program, but to the extent these terms and conditions conflict with the tariff that is approved by the Commission, the tariff provisions will govern.

Enrollment Process

a) During enrollment, Customer will indicate the desired subscription size in whole 1-kW unit increments, associated with and generally not to exceed 100% of the customer’s annual kWh consumption on an energy basis. However, given that expected demand for the Program will be larger than the supply, DEF will contact Customer to confirm the accepted subscription size. It may not be the amount requested.

b) When Customer confirms enrollment in the Program, Customer's kW subscription will be reserved in the event that the Program is filed and approved by the Commission. If the Program is either not filed or not approved, neither Customer nor DEF will have any obligation under the Program.

c) The Company may contact customers who subscribed in a first come, first serve methodology to see if they would like to increase their inaugural kW subscription level if there is availability between the time the enrollment window closes and the program starts.

d) DEF will not charge any fees until the time the first CEC solar plants are placed in service.

e) Customer is committed to the Program for at least one month.

Monthly Clean Energy Connection, (CEC) Program Cost Calculation

a) Monthly Subscription Charge = Subscription Quantity x $8.35 / kW

b) Monthly Subscription Credit = $0.040370 / kWh (escalating annually at 1.5% after 3 years of continuous participation) x Subscription Quantity x Program Output (kWh) Program Capacity (kW)

c) Monthly Subscription and bill credits may change slightly between the enrollment window and Florida Public Service Commission approval. Customers will be notified of changes and will have the opportunity to reduce or cancel their subscriptions if the net cost increases.

Increases in number of kW units after the customer's inaugural kW subscription enrollment will be limited to once per rolling 12-month period from the anniversary date of Program enrollment, and subject to Program availability. Any subsequent kW units subscribed after the customer’s inaugural kW subscription level is established will receive the year 1 energy credit rate.
**General and Availability**

a) The Program is available to any customer taking service under a DEF rate schedule, who does not either: i) have a past due amount, or ii) is on a payment plan.

b) DEF reserves the right to remove customers from the Program who do not pay Program fees for two consecutive months or who start bankruptcy proceedings. Customers who meet the eligibility criteria may enroll again, starting at Program year 1 if there is availability one calendar year later.

c) DEF may contact customers periodically via email to provide Program updates or seek Program feedback.

**Environmental Attributes**

a) All environmental attributes, including but not limited to “renewable energy certificates” (RECs), “renewable energy credits” or “green tags,” associated with the CEC solar photovoltaic (PV) generation portfolio shall be retired on behalf of all customers on a yearly basis.

b) Photovoltaic (PV) generation portfolio shall be retired on behalf of all customers on a yearly basis.

c) Customers who want to have RECs associated with their subscription moved to their own account may do so. DEF should be given as much notice as possible to ensure that those RECs are available and have not already been retired. Customers will be invoiced by DEF for the North American Renewables Registry™ fees associated with the REC transfer. After the fee is paid, the RECs will be moved. The customer shall then provide DEF proof of retirement within one calendar year.

**Cancellations**

a) There is no fee to cancel participation in the Program.

b) Customers may choose not to participate at any time by calling or emailing DEF (866-233-2290, CleanEnergyConnection@duke-energy.com) to cancel their subscriptions. Upon receiving notice of cancellation, DEF will assess the Subscription Charge, and apply the Subscription Credit, in the billing period during which the cancellation notice is received.

c) After cancelling, a customer may not re-enroll for one calendar year. If a customer chooses to re-enroll, the new subscription amounts will receive the year 1 credit.

**Moving**

a) If Customer moves to another location within DEF’s service territory, participation in the Program shall be transferred to the new location unless Customer otherwise notifies DEF.

b) The Program is only available to customers receiving service in DEF’s service territory. If customer moves out of the service territory, the subscription ends. There will be no charges on the final bill.
BACKGROUND

On June 30, 2020, the Director of Recreation, Cathy Hayduke, heard a loud noise near the elevator shaft. The #1 Elevator was stuck between floor 4 and 5. The noise coming from the elevator shaft was the hydraulic pump cavitating.

Cathy Hayduke called 911 first and then called the Public Works Facility Maintenance Technician, Shane Ritenour. When Shane Ritenour arrived he opened the elevator shaft door. He could smell hydraulic fluid and could hear the hydraulic pump whining and making cavitation noises. Shane at this time went to the electrical panel and manually tripped the breakers to both elevators.
The Fire Department arrived and made sure the area was safe. Elite Elevator is the City’s elevator service contractor and was called to assist in the cleanup of the elevator shaft to remove the hydraulic fluid.

**POLICY / PURPOSE**

Approve the City Manager to award a Purchase Order in the amount of $28,558.00 to Elite Elevator Sales & Service, Inc. for Elevator Jack Replacement.

**STRATEGIC PLAN RELEVANCE**

Goal 3 of the City’s Strategic Plan is to: *Proactively maintain and improve infrastructure that meets the future needs of the City.*

**ANALYSIS / DISCUSSION**

Once the elevator was safely lowered onto jacks, and the area cleaned up of hydraulic fluid, Public Works requested three elevator companies to submit estimates for services to replace the elevator jack replacement. The following are the companies that submitted estimates for services:

1. Elite Elevator Sales & Services, Inc. $28,550.00
2. Delaware Elevator $29,904.00
3. Right Way Elevator Maintenance $33,810.00

Elite Elevator will furnish the necessary labor and materials to replace the existing cylinder with a code compliant, double-bottom safety bulkhead jack and head with a sealed cylinder protection liner this includes:

- Obtain necessary permits.
- Erect safety barricades, lay protective floor covering around work areas.
- Suspend and secure (two methods) the elevator in the uppermost portion of hoist way.
- The hydraulic plunger shall be disconnected, landed and removed from the cylinder, retained for re installation.
- Remove the oil line, shutoff valve, pit channels and buffers from pit area as necessary.
- Remove existing cylinder.
- Hydraulic fluid shall be removed from the cylinder and stored in approved containers.
- Remove existing cylinder from the ground and dispose of properly.
- Remove hazardous debris from inside of present well casing and store in approved containers.
- Retain existing casing.
- New jack head.
- Install new 10" PVC with water tight cap.
- Install new 4 stop 8 "cylinder with double bottom.
- Sand and Polish existing piston.
- Install new pit channel and ball valve.
- Install new jack head seal and gasket.
- Replace hydraulic up to 55 gallons of hydraulic fluid as necessary.
- Backfill area between new PVC and hydraulic cylinder to stabilize jack assembly as necessary.
- Seal between protective PVC casing, cylinder and pit floor with appropriate material as necessary.
- Repair / Replace concrete pit floor with appropriate material as necessary.
- Reinstall hydraulic plunger into new cylinder - and plumb cylinder unit within tolerance.
- Readjust valve, as necessary, to achieve proper operation.
- Attach hydraulic plunger to the platen plate on underside of elevator and properly align.
- Provide isolation between the plunger and the frame to eliminate any vibration from the jack unit to the car and verify it is securely mounted to the car frame as necessary.
- Perform Full Load Safety Test in the presence of State Approved Elevator Inspector
- Install alteration code data plate to indicate code in effect for the alteration performed under this specification.
- Disassemble and remove materials, tools and supplies and provide general clean-up.
- Return elevator to service.

**FUNDING**

The funds are available from the City Manager’ General Fund Contingency 001-5191-46900.

**RECOMMENDATIONS**

Staff recommends approval of authorization to award a Purchase Order to Elite Elevators in the sum of $28,550.00

**ATTACHMENTS**

*Exhibit 1 - Elite Elevators Estimate for Services*

**MOTION**

I move to approve and authorize the City Manager to award a Purchase Order in the amount of $28,558.00 to Elite Elevator Sales & Service, Inc. for Elevator Jack Replacement.
SCOPE OF WORK: Elevator Jack Replacement

Purchaser authorizes Elite Elevator to provide the necessary labor & materials to furnish & install the following:

Elite Elevator will furnish the necessary labor and materials to replace the existing cylinder with a code compliant, double-bottom safety bulkhead jack and head with a sealed cylinder protection liner this includes:

- Obtain necessary permits.
- Erect safety barricades, lay protective floor covering around work areas.
- Suspend and secure (two methods) the elevator in the uppermost portion of hoist way.
- The hydraulic plunger shall be disconnected, landed and removed from the cylinder, retained for re installation.
- Remove the oil line, shutoff valve, pit channels and buffers from pit area as necessary.
- Remove existing cylinder.
- Hydraulic fluid shall be removed from the cylinder and stored in approved containers.
- Remove existing cylinder from the ground and dispose of properly.
- Remove hazardous debris from inside of present well casing and store in approved containers.
- Retain existing casing.
- New jack head.
- Install new 10” PVC with water tight cap.
- Install new 4 stop 8 “cylinder with double bottom.
- Sand and Polish existing piston.
- Install new pit channel and ball valve.
- Install new jack head seal and gasket.
- Replace hydraulic up to 55 gallons of hydraulic fluid as necessary.
- Backfill area between new PVC and hydraulic cylinder to stabilize jack assembly as necessary.
- Seal between protective PVC casing, cylinder and pit floor with appropriate material as necessary.
- Repair / Replace concrete pit floor with appropriate material as necessary.
- Reinstall hydraulic plunger into new cylinder- - and plumb cylinder unit within tolerance.
- Readjust valve, as necessary, to achieve proper operation.
- Attach hydraulic plunger to the platen plate on underside of elevator and properly align.
- Provide isolation between the plunger and the frame to eliminate any vibration from the jack unit to the car and verify it is securely mounted to the car frame as necessary.
- Perform Full Load Safety Test in the presence of State Approved Elevator Inspector
- Install alteration code data plate to indicate code in effect for the alteration performed under this specification.
- Disassemble and remove materials, tools and supplies and provide general clean-up.
- Return elevator to service.
- Warranty – One (1) YEAR warranty.

Please Note: As Necessary Pricing for Re-Drilling of New Casing Hole will be charged at the rate of $350.00 per hour, to re-drill the casing hole and/or install a new outer casing with a minimum diameter equal to existing casing, or appropriately sized to accommodate the new cylinder in the event that it is necessitated. Furthermore, if Jack Hammer is required in the hole then rate of $350.00 per hour will be charged. In the event the elevator pit needs to be cleaned prior to starting the job an additional charge of $750.00 per pit will be charged.

Time: Approx.: 5-7 Days
Material Lead Time: approx. 3-5 weeks
Elevator Location: 10451 Gulf Blvd
Treasure Island Fl. 33706
Car 1

TOTAL PRICE: $ 28,558.00
(Twenty-Eight Thousand Five Hundred Fifty-Eight and 00/100 Dollars)
Payment Terms: 50% Invoiced Upon Acceptance 50% Due Completion;

CUSTOMER ACCEPTANCE:

Company
Authorized Representative
Title
Signature Date

VENDOR ACCEPTANCE:

ELITE ELEVATOR SALES & SERVICE, INC.
Company
David Perri
Authorized Representative
Sales Representative
Title
Signature Date

Phone ( 727 ) 474 – 3824 Fax ( 727 ) 478 – 3158 David@EliteElevator.us
DATE: July 13, 2020

TO: Garry Brumback, City Manager

FROM: Michael Helfrich, Public Works Director

SUBJECT: Ratification of Expenses to TLC Diversified for the Capping, Relocation and Installation of a Lateral Located at 11455 Gulf Boulevard in the Total Amount of $51,062.00.

BACKGROUND

On September 3, 2019, the City Commission authorized the City Manager to provide a contract to BDL Services, LLC in the amount of $315,000 for the cleaning and videoing of laterals that are under Gulf Boulevard from 127th Ave south to 108th Ave. On June 25, 2020, while assessing the lateral located at 11455 Gulf Boulevard, a hole was discovered in the ductile iron pipe (approximately 2 inches in diameter), roughly 3 feet from the main gravity line under Gulf Boulevard.

A lateral just south of the collapsed lateral was located. It was cleaned and videoed and found to be obstructed due to a previous lining project performed in 1999. City staff called in our gravity main line lining company (JTV, Inc) to locate and cut the lining material from the lateral, thus allowing wastewater to pass through and into the gravity main.

POLICY / PURPOSE

Approve the ratification of expenses to TLC Diversified, Inc for the Capping, Relocation and Installation of the Lateral under Gulf Boulevard located at 11455 Gulf Boulevard.

STRATEGIC PLAN RELEVANCE

Goal 3 of the City’s Strategic Plan is to: Proactively maintain and improve infrastructure that meets the future needs of the City.

ANALYSIS / DISCUSSION

Once the hole in the lateral was identified, the lining contractor was requested to provide a cost for to line the lateral. The contractor was concerned due to the amount of liquid and sand/shell that was passing through the hole and as such, was uncomfortable lining this particular lateral.
Therefore, it was necessary to cap and fill the line with flow-able fill and abandon it in place.

City staff, our emergency contractor (TLC Diversified, Inc.) and our lateral lining provider (BLD Services, LLC) have been looking for a solution that did not involve the tearing up Gulf Boulevard to fix the lateral. Staff have monitored the lateral and had a pump ready to use, if the lateral developed an obstruction.

By July 10, 2020, the single lateral utilized at 11455 Gulf Boulevard was no longer allowing for sewage to gravity drain. In an effort to prevent the spill of sewage into the parking lot and into the stormwater drainage system, City staff installed a small pump to remove the sewage from the damaged lateral to a lateral that was on the north side of the property.

TLC Diversified, Inc. has provided the City two proposals for the repair of the Gulf Blvd lateral.

1. **Option 1**, Replace the sewer lateral under Gulf Blvd from the sewer main wye to the cleanout at the sidewalk, $61,000. This would be the same terms as the last repair TLC performed on Gulf Blvd. TLC repairs the roadway and the City’s paving contractor mills and paves the patch per FDOT requirements. The paving is an additional $18,500. The total amount estimated for this work is $79,000.

2. **Option 2**, Install a new sewer 6” or 8” lateral from the clean out next to the building’s entrance to the cleanout to the Bayside property next door. TLC would remove and reinstall the brick parking lot as necessary to install a new sewer lateral to the existing cleanout to the property to the South 70'+\-'. This includes all restoration. The estimate for this work is $41,062.00.

The City staff have selected Option 2 for the replacement of the lateral for an estimated price of $41,062.00. This work has begun and is should be complete by the end of August.

Chapter 2, of the code of ordinances of the City of Treasure Island provides for the following:

**Sec. 2-277. - Authorization of purchases; emergencies.**

In case of an actual or impending emergency that requires the immediate purchase of supplies, repairs or contractual services, the city manager may, without prior city commission approval, secure, by open market procedure at the lowest obtainable price, any supplies or services not exceeding $25,000.00. A full report of the circumstances of all emergency purchases shall be filed with the city commission by the city manager at its next regular or special meeting. In the event an emergency requires the expenditure of more than $25,000.00, the city manager may approve the purchase and shall bring the expenditure to the city commission for ratification at the next regular, special or emergency meeting of the city commission.

**FUNDING**

The option that was selected is estimated to cost $41,062. Staff is requesting a $10,000 project contingency for a total amount of $51,062. The funds are available from the Wastewater Contingency Fund #420-5350-99900.

**RECOMMENDATIONS**
Staff recommends approval of the ratification of expenses to TLC Diversified, Inc for the capping, relocation and installation of a lateral located at 11455 Gulf Boulevard in the total amount of $51,062.00.

ATTACHMENTS

Exhibit 1 - TLC Diversified Estimate of Services

MOTION

I move to approve and authorize the ratification of expenses to TLC Diversified, Inc for the capping, relocation and installation of a lateral under Gulf Boulevard located at 11455 Gulf Boulevard in the amount of $41,062.00 plus an additional $10,000 in contingency for a total of $51,062.00
TLC Diversified, Inc.

Work Order #: 11455 Gulf Blvd, Treasure Island Lateral Repair

Current Work Order Information

Total Work Order Cost $ 41,062.00

Will Subcontractors to be used on project?:

if yes, please list company names below

1
2
3

Days to Complete: 28

Changes to Work Order

Change Order #:

Increase Current Work Order by: $ 

Decrease Current Work Order by: $ 

Updated Work Order Total: $ 41,062.00

Additional Days Needed:
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<th>M&amp;P Item #</th>
<th>Description</th>
<th>UOM</th>
<th>Qty</th>
<th>Unit Cost</th>
<th>Extended Cost</th>
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<td>$357.00</td>
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<td>26</td>
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<td>LF</td>
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<td>$13,840.00</td>
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**Restoration, includes maintaining for 30 days after completion**

**Control and abatement of erosion and water pollution**

**Earthwork and related operations**

**Asphaltic concrete surface and friction courses**

**Concrete sidewalk, driveways and curb elements**

**Traffic control devices**

**Initial repair excavation, for the first 25 feet of excavation at the following pipe depths (includes mobilization)**

**Additional repair excavation, per foot in excess of 25 feet at the following pipe depths to be paid for under separate pay items**

**Gravity sewer pipe C900 DR18 (Green) service pipe**
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<th>Item #</th>
<th>M&amp;P Item #</th>
<th>Description</th>
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<td></td>
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<td><strong>Removal of existing pipelines - nonhazardous</strong></td>
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<tr>
<td>350</td>
<td>1.40</td>
<td>6&quot; through 8&quot; diameter pipe</td>
<td>LF</td>
<td>15</td>
<td>$14.00</td>
<td>$210.00</td>
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<tr>
<td></td>
<td></td>
<td><strong>Grouting and abandonment of existing pipeline</strong></td>
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<tr>
<td>355</td>
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**Vendor Name**

$41,062.0
DATE: July 30, 2020

TO: Garry Brumback, City Manager

FROM: Amy Davis, Finance Director / Assistant City Manager

SUBJECT: FY2021 Health and Ancillary Benefits

BACKGROUND

A Request For Proposal (RFP) for Employee Benefits was advertised February 12 and due on April 8, 2020. The City Commission approved award of the contract for all benefit insurance to United Healthcare upon staff’s recommendation on July 21, 2020.

DISCUSSION

Upon a staff review of the RFP for Employee Benefits, an issue was identified in the process. In an effort to mitigate the potential risk posed by a flaw in the process, we are recommending that the City Commission reject all proposals.

The City will go out for proposals for employee benefits next year.

RECOMMENDATION

Staff recommends the City Commission reject all proposals for RFP 20-006, Employee Benefits, and reconsider the award to United Healthcare Insurance Company.

MOTION

I move to reject all proposals for Request for Proposal 20-006, Employee Benefits, and reconsider the award to United Healthcare Insurance Company.
DATE: July 30, 2020

TO: Garry Brumback, City Manager

FROM: Amy Davis, Finance Director / Assistant City Manager

SUBJECT: Rescind Resolution 2020-08

BACKGROUND

An intent to withdraw from PRM Health Trust was approved via Resolution No. 2020-08 as a result of the award of Employee Benefits to United Health Care was approved at the July 21, 2020 commission meeting.

DISCUSSION

As a result of voiding the Request for Proposal (RFP) process for Employee Benefits, there is no longer a need to provide Public Risk Management Florida Health Trust with a formal notice of the City’s intent to withdraw.

RECOMMENDATION

Staff recommends the City Commission rescind Resolution 2020-08, Notice of Intent to Withdraw from Public Risk Management Florida Health Trust.

MOTION

I move to approve and authorize rescinding Resolution 2020-08, Notice of Intent to Withdraw from Public Risk Management Florida Health Trust.
DATE: July 30, 2020

TO: Mayor and City Commission

FROM: Admin Manager,

SUBJECT: No Wake Zone

_______________________________________________________________

BACKGROUND

We have been asked to look at the possibility of marking the waterway of Blind Pass as a minimum/no wake zone. The pass is currently a no/minimum wake zone on weekends and holidays and the request has been to make it 7 days a week. The rationale is that there have been reports of boats and jet skis speeding in the pass during the week potentially causing damage to boats that are not on lifts and seawalls.

There has also been a request to establish a no/minimum wake zone in the area of St James Bridge adjacent to and behind the new Fusion docks. This request was made by the owners of the Fusion citing concern for boaters and jet skis safety.

POLICY / PURPOSE

The purpose of this item is to get guidance from the Commission on whether or not they want to approve one or both of these requests.

STRATEGIC PLAN RELEVANCE

Goal 7: Preserve the City's unique and high-quality neighborhoods.

ANALYSIS / DISCUSSION

Staff has received requests for two no/minimum wake zones as described above. The process to establish these zones is lengthy and may require approval from agencies outside the City. Even if we can establish them ourselves it will need to be done in coordination with both Pinellas County navigation and the Fish and Wildlife Commission.

FUNDING
There is no funding needed for this request.

**RECOMMENDATIONS**

It is requested that the City Commission determine the value of this request and direct staff accordingly.

**ATTACHMENT(S)**

- Email from City Attorney Jennifer Cowan on the potential process

**MOTION**

I move to approve the request for a no/minimum wake zone at Blind Pass and or the waterway at the St. James Bridge in the vicinity of the Fusion docks and, authorize the City Manager to pursue the necessary permits to effect this approval.
I did some really quick research and here is some brief information on no wake zones. If you are interested in proceeding with this further, I would like to do a little more research.

Quick Summary – Municipalities can establish vessel speed, including no wake areas, in limited circumstances. Those circumstances are outlined below. Additionally, COTI has set up such zones. (See section 58-92 of the City’s Code).

Pursuant to s. 327.46(1)(a), Florida Statutes, the Fish and Wildlife Conservation Commission may establish boating-restricted areas, including restrictions of vessel speed and vessel traffic, on the waters of this state for any purpose necessary to protect the safety of the public if such restrictions are necessary based on boating accidents, visibility, hazardous currents or water levels, vessel traffic congestion, or other navigational hazards or to protect seagrasses on privately owned submerged lands.

Pursuant to s. 327.46(1)(b), Florida Statutes, municipalities and counties have the authority to establish the following boating-restricted areas by ordinance:

1. An ordinance establishing an idle speed, no wake boating-restricted area, if the area is:
   a. Within 500 feet of any boat ramp, hoist, marine railway, or other launching or landing facility available for use by the general boating public on waterways more than 300 feet in width or within 300 feet of any boat ramp, hoist, marine railway, or other launching or landing facility available for use by the general boating public on waterways not exceeding 300 feet in width.
   b. Within 500 feet of fuel pumps or dispensers at any marine fueling facility that sells motor fuel to the general boating public on waterways more than 300 feet in width or within 300 feet of the fuel pumps or dispensers at any licensed terminal facility that sells motor fuel to the general boating public on waterways not exceeding 300 feet in width.
   c. Inside or within 300 feet of any lock structure.

2. An ordinance establishing a slow speed, minimum wake boating-restricted area if the area is:
   a. Within 300 feet of any bridge fender system.
   b. Within 300 feet of any bridge span presenting a vertical clearance of less than 25 feet or a horizontal clearance of less than 100 feet.
   c. On a creek, stream, canal, or similar linear waterway if the waterway is less than 75 feet in width from shoreline to shoreline.
   d. On a lake or pond of less than 10 acres in total surface area.
3. An ordinance establishing a vessel-exclusion zone if the area is:
   a. Designated as a public bathing beach or swim area.
   b. Within 300 feet of a dam, spillway, or flood control structure.

Pursuant to s. 327.46(1)(c), Florida Statutes, municipalities and counties have the authority to establish by ordinance the following other boating-restricted areas:
1. An ordinance establishing an idle speed, no wake boating-restricted area, if the area is within 300 feet of a confluence of water bodies presenting a blind corner, a bend in a narrow channel or fairway, or such other area if an intervening obstruction to visibility may obscure other vessels or other users of the waterway.

2. An ordinance establishing a slow speed, minimum wake, or numerical speed limit boating-restricted area if the area is:
   a. Within 300 feet of a confluence of water bodies presenting a blind corner, a bend in a narrow channel or fairway, or such other area if an intervening obstruction to visibility may obscure other vessels or other users of the waterway.
   b. Subject to unsafe levels of vessel traffic congestion.
   c. Subject to hazardous water levels or currents, or containing other navigational hazards.
   d. An area that accident reports, uniform boating citations, vessel traffic studies, or other creditable data demonstrate to present a significant risk of collision or a significant threat to boating safety.

3. An ordinance establishing a vessel-exclusion zone if the area is reserved exclusively:
   a. As a canoe trail or otherwise limited to vessels under oars or under sail.
   b. For a particular activity and user group separation must be imposed to protect the safety of those participating in such activity.

Any of the ordinances adopted pursuant to this paragraph shall not take effect until the commission has reviewed the ordinance and determined by substantial competent evidence that the ordinance is necessary to protect public safety pursuant to this paragraph. Any application for approval of an ordinance shall be reviewed and acted upon within 90 days after receipt of a completed application. Within 30 days after a municipality or county submits an application for approval to the commission, the commission shall advise the municipality or county as to what information, if any, is needed to deem the application complete. An application shall be considered complete upon receipt of all requested information and correction of any error or
omission for which the applicant was timely notified or when the time for such notification has expired. The commission’s action on the application shall be subject to review under chapter 120. The commission shall initiate rulemaking no later than January 1, 2010, to provide criteria and procedures for reviewing applications and procedures for providing for public notice and participation pursuant to this paragraph.

City Regulations
The City of Treasure Island has designated swim zones, idle speed/no wake zones, and slow speed zones in section 58-92 of its Code.

Other items mentioned in our discussion
Additionally – here is information on manatee protection zones - https://myfwc.com/boating/waterway/markers/manatee-protection-zone/
Also – here is generic information on Pinellas County Water and Navigation’s purpose and charge - https://www.pinellascounty.org/environment/watershed/water_navigation.htm

Please let me know if you need anything more on this. Thanks.